

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

NOV 13, 2014 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
 SOLICITATION : 2258610
 FILE NO. : V540551
 OPENING DATE : 11/13/14

=====> **VENDOR NAME AND ADDRESS**

FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.

SEE NO. 8 BELOW. RETURN BID TO

2258610 11/13/14 10:00 AM
 V540551

OFFICE OF STATE PURCHASING
 OFFICE OF STATE PURCHASING
 POST OFFICE BOX 94095
 BATON ROUGE, LA 70804-9095

BUYER : KRISTA ELLIS
 BUYER PHONE : (225) 342-8011
 DATE ISSUED : 10/20/14
 REQ. AGENCY : 811000 FOLD HERE-->
PRISON ENTERPRISES
 AGENCY REQ. NO. : 811-116136
 ISIS REQ. NO. : 1360712
 VENDOR PHONE :
 FISCAL YEAR : 15
 CLASS/SUBCLASS : 65229
 SCHEDULED BEGIN DATE : 00/00/00
 SCHEDULED END DATE : 00/00/00
 T-NUMBER :

CANTEEN RESALE - PHARMACEUTICAL, GROOMING
 AND HYGIENE - PE - 2015

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 005 DAYS ARO _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER:
 FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
 (MUST BE SIGNED)

NAME OF BIDDER
 (TYPED OR PRINTED)

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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

THE STATE, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE STATE'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE STATE SHALL BE LIABLE ONLY FOR THE GOODS OR SERVICES DELIVERED OR ACCEPTED. THE STATE NOTICE OF TERMINATION MAY PROVIDE THE CONTRACTOR THIRTY (30) DAYS PRIOR NOTICE BEFORE IT BECOMES EFFECTIVE. HOWEVER, AT THE STATE'S SOLE OPTION A TERMINATION OF CONVENIENCE MAY BE EFFECTIVE IMMEDIATELY AND MAY APPLY TO DELIVERY ORDERS (IF APPLICABLE) OR TO THE CONTRACT IN WHOLE.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

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 30. SIGNATURE AUTHORITY

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

 31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2192, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov)

33. FEDERAL CLAUSES, IF APPLICABLE.

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT. THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT. THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

34. "IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, R.S. 12:163) AND LIMITED LIABILITY COMPANIES (SEE, R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE."

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE NOTIFICATIONS OF FUTURE SOLICITATIONS FROM THIS OFFICE, YOU MUST PAY A REGISTRATION FEE AND ENROLL IN THE PROPER CATEGORY IN LAGOV AT THE FOLLOWING WEBSITE:

[HTTPS://LAGOVERPVENDOR.DOA.LOUISIANA.GOV/IRJ/PORTAL/ANONYMOUS?GUEST_USER=SELF_REG](https://LAGOVERPVENDOR.DOA.LOUISIANA.GOV/IRJ/PORTAL/ANONYMOUS?GUEST_USER=SELF_REG)

PAID ENROLLMENT IN LAGOV PROVIDES LAPAC E-MAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

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2 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

3 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

4 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

5 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES_____

SPECIFY LINE NUMBER (S) :_____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED:_____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____

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IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 6 ACCEPTANCE. BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
- 7 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 8 CERTIFICATION OF NO SUSPENSION OR DEBARMENT: BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).
- A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov).
- 9 IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

LACARTE

THE LACARTE PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE SERVICES PERFORMED.

FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:

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- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.

- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

EVP

EVP METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

EFT

EFT PAYMENTS ARE SENT FROM THE STATE'S BANK DIRECTLY TO THE PAYEE'S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE AT [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf). TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT [HTTP://WWW.DOA.LOUISIANA.GOV/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF](http://www.doa.louisiana.gov/erp/pdfs/la.gov%20ap-03%20-%20eft%20vendor%20enrollment%20form.pdf) AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf)

PAYMENT TYPE	WILL ACCEPT	ALREADY ENROLLED
LACARTE	_____	_____
EVP	_____	_____
EFT	_____	_____

PRINTED NAME OF INDIVIDUAL AUTHORIZED

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AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN DATE

EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL

- 10 ** DELIVERY:
 ITEMS TO BE CALLED FOR AS NEEDED BY AGENCY. DO NOT SHIP UNTIL CALLED FOR BY AGENCY.
- DELIVERIES ACCEPTED MONDAY THRU FRIDAY, 7AM TO 2PM, EXCEPT HOLIDAYS.
- ** SHIPPING:
 ITEMS TO BE PACKAGED SO AS TO NOT BE DAMAGED IN ANY WAY. AGENCY WILL NOT ACCEPT DAMAGED GOODS.
- PACKING SLIP AND/OR INVOICE MUST ACCOMPANY EACH SHIPMENT.
- 11 AT THE OPTION OF THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 12 IF THE VENDOR FAILS TO MAKE DELIVERY OR COMPLETE THE SERVICE WITHIN THE TIME SPECIFIED ON THIS PURCHASE ORDER, OR IF THE DELIVERY/SERVICE IS LATE OR UNSATISFACTORY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL AND PURCHASE ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR ON THE ORIGINAL PURCHASE ORDER.
- 13 THESE ITEMS ARE FOR CANTEEN RESALE. WHERE LISTED, ONLY NAME BRANDS AS SPECIFIED WILL BE ACCEPTED. NO BID WILL BE CONSIDERED WHERE BID IS FOR OTHER THAN BRAND NAME SPECIFIED. BIDS MUST BE QUOTED IN QUANTITY AND UNIT SPECIFIED. (LA R.S. 39:1651-1657)
- 14 PROCUREMENT OF UNITED STATES PRODUCTS:
 IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES,

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PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

(1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.

(2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.

(3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

(4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? _____ YES

SPECIFY LINE NUMBER(S): _____

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

- 15 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

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<p>16 BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.</p> <p>THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.</p> <p>17 IN ACCORDANCE WITH RS 39:1655, THIS SPECIFICATION HAS BEEN APPROVED AS PROPRIETARY AND ONLY THE BRAND(S) NUMBER(S) SPECIFIED WILL BE CONSIDERED FOR AWARD.</p> <p>18 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).</p> <p>19 PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.</p> <p>20 THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>21 THE STATE OF LOUISIANA, WITH THE ACCEPTANCE OF THE CONTRACTOR, RESERVES THE RIGHT TO REPURCHASE THE ABOVE ITEM(S) AT THE SAME PRICE, TERM AND CONDITIONS SHOWN FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE ORIGINAL PURCHASE ORDER.</p> <p>22 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE ITEM" INDICATING QUANTITY PURCHASED.</p>			

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00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: PRISON ENTERPRISES CANTEEN DISTRIBUTION LA STATE PENITENTIARY GENERAL DELIVERY ANGOLA , LA 70712</p> <p>COMMODITY CODE: 652-29-000000</p> <p>**THIS SOLICITATION HAS BEEN APPROVED AS A PROPRIETARY PURCHASE**</p> <p>ONLY BIDDERS MEETING THESE EXACT SPECIFICATION/BRANDS WILL BE CONSIDERED FOR AWARD.</p> <p>TO ESTABLISH A CONTRACT TO SUPPLY PHARMACEUTICAL, GROOMING AND HYGIENE ITEMS AS SPECIFIED TO PRISON ENTERPRISES FOR CANTEEN RESALE DURING THE CONTRACT PERIOD OF:</p> <p>JANUARY 1, 2015 THRU DECEMBER 31, 2015</p> <p>**DELIVERY: TO BE DELIVERED ON A CALLED FOR AS NEEDED BASIS. DO NOT SHIP ITEMS UNTIL CALLED FOR BY AGENCY.</p> <p>**THESE ITEMS ARE FOR CANTEEN RESALE. WHERE BRAND NAMES ARE LISTED, ONLY THOSE BRANDS ARE ACCEPTABLE. (LA R.S. 39:1651-1657) =====</p> <p>MEDICATED SKIN CREAM: (SIMILAR TO NOXZEMA) 4 OZ PLASTIC JAR, 24 JARS PER CASE JAR MUST BE 1 PIECE AND HAVE NO HIDDEN COMPARTMENTS OR "FALSE BOTTOMS"</p> <p>MINIMUM ORDER AMOUNT = 5 CASES</p> <p>BRAND BID: _____</p> <p>SPECIFY OZ PER JAR: _____</p> <p>SPECIFY JARS PER CASE: _____</p>	150	CASE		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p> <p>_____</p>				
00002	<p>COMMODITY CODE: 652-75-000000</p> <p>ROYAL CROWN MEDIUM SHAVING POWDER: PKG: 5.5 OZ/CAN, 12 CANS/BOX</p> <p>MINIMUM ORDER AMOUNT = 100 BOXES</p> <p>BRAND BID: _____</p> <p>SPECIFY OZ PER CAN: _____</p> <p>SPECIFY CANS PER BOX: _____</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p> <p>_____</p>	1500	BOX	_____	_____
00003	<p>COMMODITY CODE: 652-42-000000</p> <p>COLGATE BRAND TOOTHBRUSHES: SOFT, COLGATE #21230 PKG: 144 EACH/CASE</p> <p>MINIMUM ORDER AMOUNT = 9 CASES</p> <p>BRAND/NUMBER BID: _____</p> <p>SPECIFY EACH PER CASE: _____</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p> <p>_____</p>	50	CASE	_____	_____
00004	<p>COMMODITY CODE: 270-12-000000</p>	6000	CTN	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	HALL'S BRAND MENTHOLATED COUGH DROPS: HALL'S #3112UU MENTHOLPTUS; ADVANCED VAPOR ACTION PKG: 9 DROPS/PACK (STICK), 20 PKS/CARTON MINIMUM ORDER AMOUNT = 100 CARTONS BRAND/NUMBER BID: _____ SPECIFY DROPS PER PACK: _____ SPECIFY NO. PACKS PER CTN: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00005	COMMODITY CODE: 652-75-000000 DIAL GOLD ANTI-BACTERIAL SOAP; PKG: 4.0 OZ/BAR, 72 BARS/CASE * BARS OF SOAP MUST BE FOR INDIVIDUAL RESALE - LABELS MUST NOT STATE OTHERWISE. MINIMUM ORDER AMOUNT = 30 CASES BRAND BID: _____ SPECIFY OZ PER BAR: _____ SPECIFY BARS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	3000	CASE	_____	_____
00006	COMMODITY CODE: 270-12-000000 EXTRA STRENGTH ACETAMINOPHEN CAPLETS: 500 MG STRENGTH PKG: 24 CAPLETS/PLASTIC BTL, 24 BTL/CS	100	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	MINIMUM ORDER AMOUNT = 4 CASES BRAND BID: _____ SPECIFY CAPS PER BOTTLE: _____ SPECIFY BTLS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00007	COMMODITY CODE: 652-29-000000 BABY POWDER WITH CORNSTARCH: PKG: 4 OZ/BOTTLE, 48 BTLS/CASE MINIMUM ORDER AMOUNT = 20 CASES BRAND BID: _____ SPECIFY OZ PER BOTTLE: _____ SPECIFY BTLS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	700	CASE	_____	_____
00008	COMMODITY CODE: 652-65-000000 GILLETTE DISPOSABLE RAZORS: GOOD NEWS TWIN BLADE #G1035 PKG: 12 EACH/PACKAGE MINIMUM ORDER AMOUNT = 660 PACKAGES BRAND/NUMBER BID: _____ SPECIFY EACH PER PACKAGE: _____	6300	PKG	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00009	COMMODITY CODE: 260-16-000000 SUPER POLYGRIP DENTURE ADHESIVE: PKG: 2.4 OZ/TUBE, 24 TUBES/CASE MINIMUM ORDER AMOUNT = 5 CASES BRAND BID: _____ SPECIFY OZ PER TUBE: _____ SPECIFY TUBES PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	45	CASE	_____	_____
00010	COMMODITY CODE: 652-84-000000 COLGATE BRAND TOOTHBRUSHES: MEDIUM, COLGATE #20085 PKG: 72 EACH/CASE MINIMUM ORDER AMOUNT = 17 CASES BRAND/NUMBER BID: _____ SPECIFY EACH PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	500	CASE	_____	_____
00011	COMMODITY CODE: 652-75-000000 SAFEGUARD ANTI-BACTERIAL BAR SOAP:	3000	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	PROCTOR & GAMBLE #PG-84972391 PKG: 4.0 OZ/BAR, 48 BARS/CASE MINIMUM ORDER AMOUNT = 50 CASES BRAND BID: _____ SPECIFY OZ PER BAR: _____ SPECIFY BARS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00012	COMMODITY CODE: 652-75-000000 COAST BAR SOAP: PKG: 4.0 OZ/BAR, 3 BARS/PACK, 18 PKS/CS MINIMUM ORDER AMOUNT = 50 CASES BRAND BID: _____ SPECIFY OZ PER BAR: _____ SPECIFY NO. BARS PER PACK: _____ SPECIFY PACKS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	900	CASE	_____	_____
00013	COMMODITY CODE: 270-01-000000 VICKS BRAND VAPOR RUB: PKG: 1.76 OZ/PLASTIC JAR, 36 JARS/CASE MINIMUM ORDER AMOUTN = 6 CASES BRAND BID: _____	24	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00014	SPECIFY OZ PER JAR: _____ SPECIFY JARS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ COMMODITY CODE: 652-85-000000 CREST TOOTHPASTE, CAVITY PROTECTION: FLUORIDE ANTICAVITY TOOTHPASTE REGULAR FLAVOR, PASTE PKG: 4.6 OZ/TUBE, 24 TUBES/CASE MINIMUM ORDER AMOUNT = 35 CASES BRAND BID: _____ SPECIFY OZ PER TUBE: _____ SPECIFY TUBES PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1500	CASE	_____	_____
00015	COMMODITY CODE: 652-37-000000 MENNEN ANTI-PERSPIRANT: SPEEDSTICK AQUA SPORT GEL UPC # 220 00 95104 PKG: 3 OZ/STICK, 12 STICKS/CASE MINIMUM ORDER AMOUNT = 100 CASES BRAND/NUMBER BID: _____ SPECIFY OZ PER STICK: _____ SPECIFY STICKS PER CASE: _____	700	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00016	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____ COMMODITY CODE: 652-37-000000 IVORY BAR SOAP: PROCTER & GAMBLE #PG-84922125 PKG: 3.1 OZ/BAR, 120 BARS/CASE * INDIVIDUAL, OR 3/PACK MAX. NO LARGER PACK SIZE ACCEPTABLE. MINIMUM ORDER AMOUNT = 32 CASES BRAND/NUMBER BID: _____ SPECIFY OZ PER BAR: _____ SPECIFY NO. BARS PER PACK: _____ SPECIFY PACKS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	480	CASE	_____	_____
00017	COMMODITY CODE: 652-29-000000 SUAVE EXTRA RELIEF LOTION: SKIN ADVANCED THERAPY LOTION PKG: 10 OZ/PLASTIC BOTTLE, 6 BTLS/CASE MINIMUM ORDER AMOUNT = 50 CASES BRAND BID: _____ SPECIFY OZ PER BOTTLE: _____ SPECIFY BOTTLES PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE)	2000	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00018	COMMODITY CODE: 652-75-000000 CASHMERE SOAP: PKG: 4 OZ/BAR, 2 BARS/PACK, 24 PKS/CASE MINIMUM ORDER AMOUNT = 85 CASES BRAND BID: _____ SPECIFY OZ PER BAR: _____ SPECIFY NO. BARS PER PACK: _____ SPECIFY PACKS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1750	CASE	_____	_____
00019	COMMODITY CODE: 652-29-000000 COCOA BUTTER LOTION: 20 OZ/PLASTIC BOTTLE, 12 BTLS/CASE MINIMUM ORDER AMOUNT = 40 CASES BRAND BID: _____ SPECIFY OZ PER BOTTLE: _____ SPECIFY BTLS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1400	CASE	_____	_____
00020	COMMODITY CODE: 652-37-000000	1000	CASE	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	MENNEN SPEEDSTICK DEODORANT: CLEAR, OCEAN SURF SCENT PKG: 3.0 OZ/STICK, 12 STICKS/CASE MINIMUM ORDER AMOUNT = 100 CASES BRAND BID: _____ SPECIFY OZ PER STICK: _____ SPECIFY STICKS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00021	COMMODITY CODE: 652-42-000000 LUSTER PINK OIL MOISTURIZER HAIR LOTION: PKG: 8 OZ/PLASTIC BOTTLE, 12 BTLS/CASE MINIMUM ORDER AMOUNT = 5 CASES BRAND BID: _____ SPECIFY OZ PER BOTTLE: _____ SPECIFY BTLS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	45	CASE	_____	_____
00022	COMMODITY CODE: 270-12-000000 ASPIRIN - 325 MG: PKG: 100 TABLETS/BOTTLE, 72 BOTTLES/BOX MINIMUM ORDER AMOUNT = 17 BOXES BRAND BID: _____ SPECIFY NO. TABS PER BTL: _____	80	BOX	_____	_____

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	SPECIFY BTLS PER BOX: _____				
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00023	COMMODITY CODE: 652-37-000000 DEGREE SOLID ANTIPERSPIRANT/DEODORANT: EXTREME BLAST SCENT PKG: 1.7 OZ/STICK, 12 STICKS/CASE MINIMUM ORDER AMOUNT = 100 CASES BRAND BID: _____ SPECIFY OZ PER STICK: _____ SPECIFY STICKS PER CASE: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	700	CASE	_____	_____